

Big Y's Thanksgiving Card Art Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT ENHANCE CHANCES OF WINNING.

1. Contest period: The promotion starts on Monday, September 2, 2019 at 12:00:00 A.M. ET and ends Monday, September 30, 2019 at 11:59:59 P.M. ET ("Contest Period").

2. Eligibility/Entries: Child Entrant must be 12 years old or younger at the time of entry, and a legal resident of Connecticut, Massachusetts, New York, New Hampshire, Rhode Island or Vermont to enter. Officers, directors, agents, sales representatives, distributors, and employees (and the household members and immediate family members, e.g. children, spouse, siblings, parents and the "steps" of each of the aforementioned) Sponsor, their parent companies, subsidiaries, affiliates, bloggers, and their advertising, promotion and web design agencies ("Sponsor & Others"), and other individuals/entities associated with this Contest are not eligible to enter or win. All federal, state and local laws apply. Void in Puerto Rico and where prohibited by law. Participation constitutes Entrant's and parent/legal guardians full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Administrator's computer shall be the official Contest Period clock. Multiple entries will be permitted using the same email address, telephone number and identity. If it is discovered that an Entrant has registered or attempted to register more than once using multiple e-mail addresses, telephone numbers or multiple identities, all of the Entrant's entries will be declared null and void and any prize an Entrant might have been entitled to will not be awarded.

3. How to Enter: Submit a JPG photo (you must provide a photo that is at least 1800 pixels, or the largest photo size possible from your mobile device) for the purpose of featuring the artwork on the 2019 Big Y Thanksgiving Card. Please be sure photo of the artwork is taken squarely within the frame of the camera. Artwork can only be submitted through Survey Monkey on the Big Y Web site at <https://www.bigy.com/Savings/Promotions>. Entries must include name of entrant, age of entrant, name of parent/legal guardian, email and/or telephone number and Silver Savings Club Card number. Multiple entries will be permitted, using the same email address, telephone number and identity – but only one prize per person will be awarded. You must have internet access in order to enter the Contest.

4. Entry Requirements: No incomplete or forged entries will be accepted. All entries become the property of the Sponsor, will not be acknowledged or returned, and may be used by Sponsor in any manner or media, in perpetuity, without compensation. A valid Big Y Silver Savings Club card is required to enter. Please contact Sponsor with any questions. By entering, each parent/legal guardian of the entrant warrants and represents the following with respect to his or her entry: 1) that the entrant is the exclusive and sole owner of the artwork and owns all the applicable rights to use the artwork and submit it for consideration in the promotion; 2) that the entry is completely original; 3) that the artwork does not violate any copyrights or the

rights of any third parties; 4) that any third parties depicted in the artwork have given permission to the entrant to be used in this contest. Entrant must save the original piece of artwork in the event that they win and need to send the original artwork to Big Y.

5. Additional Requirements: Entries must not contain brand names or trademarks except for the Big Y logo, for which the Entrant has a limited license for use for the purpose of creating their entry. Entries must not contain material that is inappropriate, indecent, obscene, violent, hateful, slanderous or libelous. Entries must not promote bigotry or racism or discrimination based on race, gender, religion, nationality, disability, age, or sexual orientation.

6. Prize: Three (3) winners will be selected in accordance with the criteria set forth below. The one (1) Grand Prize winner will be awarded with the printing of their artwork on the 2019 Big Y Thanksgiving Card, one (1) \$100 Big Y Gift Card, (25) copies of the printed 2019 Big Y Thanksgiving Card, and receive name (first name, last name initial) recognition on the card. The two (2) First Prize winners will be awarded one (1) \$50 Big Y Gift Card. Gift cards are subject to the terms and conditions stated on the card or at www.bigy.com. All prizes awarded are not transferable or redeemable for cash. Prize is valid in Big Y stores only. Any portion of prize not used by winner is forfeited and no cash substitute will be offered.

7. Selection of Winners: Big Y will select winners from all eligible entries received. Artwork will be judged based on content and quality by a third-party judge. The winners' names may be posted on Big Y's Facebook page, Instagram feed, twitter feed or at www.bigy.com and the winners will be notified by email at the address provided on the entry form. Big Y's selection of winners is final and binding. Big Y and its agents will not be liable for inability to notify the winner, whether due to inaccurate entry information, change of email address or otherwise. Winners will have thirty (30) days from notification to claim their prize, and a winner who does not respond in this time period will be deemed to have forfeited the prize and an alternate winner may be selected.

8. Entry: Entries submitted will be deemed made by the authorized account holder, at the time of entry, of the e-mail address submitted. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet provider, online service provider or organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute, the winner may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the winning entry.

9. Release: By acceptance of a prize, the winner releases and agrees to indemnify and hold harmless Sponsor & Others, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander, false advertising, intellectual property right infringement), due in whole or in part, directly or indirectly, to participation in the Contest including attachment of any artwork, or arising out of participation in any Contest or prize related activity.

10. Limitation of Liability: Sponsor and Others are not responsible for illegible, lost, late, incomplete, stolen, misdirected postage due, or undeliverable, email, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Sponsor and Others are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Sponsor and Others are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Contest. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of a winner(s), in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension. SPONSOR AND OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. AN ENTRANT MUST CHECK LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Further, Sponsor and Others are not responsible for, and shall be indemnified by Winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a prize. In addition, Sponsor and Others are not responsible for and shall be defended, indemnified, held harmless and released by each Winner against any claims, liabilities, lawsuits, judgments, causes of action, proceedings, injuries, death, losses, costs, expenses or damages of any kind resulting from, in connection with, or arising from acceptance, receipt, delivery, use, nonuse, misuse, defect in, inability to use, possession, or loss of prize. Sponsor and Others shall not be liable to Winner or any other person for any part thereof, by reason of any acts of God; any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entities (whether or not they prove to be valid); equipment failure; terrorist acts; earthquake; fire; flood; war; explosion; unusually severe weather; hurricane; embargo; labor dispute or strike (whether legal or illegal); labor or material shortage; transportation interruption of any kind; work slow-down; civil disturbance; insurrection; riot; or any other cause beyond Sponsor's sole control. As a condition of participating in this Contest, each Entrant agrees to release, defend, indemnify and hold harmless Sponsor and Others from and against any injuries, death, losses, costs, expenses, damages, claims, judgments, causes of action and any liability of any kind in connection with, resulting from or arising from the Contest, participation in the Contest, including without

limitation, acceptance, receipt, delivery, possession, use, misuse, inability to use, defect or nonuse or loss of the prize that may be awarded.

11. Disputes: THE 2019 Big Y Thanksgiving Card contest IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MASSACHUSETTS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF HAMPDEN COUNTY, MASSACHUSETTS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MASSACHUSETTS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN HAMPDEN COUNTY, MASSACHUSETTS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

12. Privacy Policy: Any personally identifiable information collected during an Entrant's participation in this Contest will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy link – <http://www.bigy.com/Services/Policies/PrivacyPolicy> - and any opt-ins an Entrant may have agreed to during the registration process.

13. Publicity Rights: By entering the Contest and/or accepting a Prize, the parent/legal guardian of the Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use the first name and last name initial, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

14. General: By entering this Contest, the parents/legal guardians of the Entrants agree to abide by and accept these Official Rules throughout the Contest Period and the decisions of Sponsor or Administrator, which shall be final and binding in all matters relating to this Contest. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more potential Winners than are stated in these Official Rules, a random drawing among the entrants will be held to determine the Winners. All federal, state and local laws and regulations apply. Sponsor reserves the right, in its sole discretion to

cancel, terminate, modify, this Contest and proceed in a manner it deems fair and reasonable, including the selection of Winners from among all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. All entries and/or materials submitted become the property of Sponsor and will not be returned. Sponsor and Others are not responsible for any lost, late, undeliverable/undelivered, or postage due mail. Void in all jurisdictions except those specifically included herein, in Puerto Rico and wherever restricted or prohibited by law. Federal, state and local taxes, if any, are the sole responsibility of winner. Sponsor will ship prize directly to the winner immediately from date of receipt of signed Agreement and Release. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in Contest Materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Contest as set forth in these Official Rules shall prevail.

15. Winners List: For a list of the names of the Winners, send a self-addressed stamped envelope, postmarked by October 12, 2019 to: Winner List at 2019 Big Y Thanksgiving Card Contest. Attn: Big Y Marketing Department. 2145 Roosevelt Ave. Springfield, MA 01104 The 2019 Big Y Thanksgiving Card contest rules may not be reprinted or republished in whole or in part without the prior written consent of Big Y Foods, Inc. This Contest is in no way sponsored, endorsed or administrated by Facebook, Instagram or Twitter. Entrants understand that they are providing their information to the Sponsor and not to Facebook, Instagram or Twitter.

